

Instructions To Bidders

Soda/Beverage Vending Machines

The City of St. Louis is soliciting bids for a Soda/Beverage Machine Vending contract for various locations in the city owned buildings. The contract will be for the period of **March 1, 2015 through February 28, 2018**. A sample of a proposed contract is included for informational purposes. Bids must be received by 11:00 a.m. (local time), Friday, November 14, 2014, Comptroller's Office, 1200 Market St – Room 311 City Hall, St. Louis MO 63103, Attention: Judy Armstrong.

Successful bidder will be notified by Friday, November 21, 2014.

Your bid must clearly state the commission and specify the brand name of all products to be vended. A condition of the agreement must be to include a detailed breakdown by machine of sales and commissions each month.

For your information in developing a bid, we provide the following information:

<u>Period</u>	<u>Commission Received</u>
July 1, 2013 thru June 30, 2014	\$65,849.86

The current commission percentage is fifty (50%) percent

A list of the locations serviced is included.

Any request for additional information may be addressed to:

Judy Armstrong
Comptroller's Office
1200 Market St - Room 311 City Hall
St. Louis, MO 63103
Phone: 314-622-4541
Fax: 314-589-6210

Attachments:
List of Machine Locations
Sample Proposed Contract

Generated on Sep 19, 2014 Customer Search Result

Customer	Customer ID	Status	Address	City	State	Zip
City STL	9195901	A	1900 Hampton Ave	Saint Louis	MO	63139
			REPAIR SHOP			
City Stl / War Memorial	9192566	A	1315 Chestnut St	Saint Louis	MO	63103
City STL 1520 Bldg	9463556	A	1520 Market St	Saint Louis	MO	63103
			4TH FL VENDING ALCOVE			
			2ND FL			
			4th fl			
			3RD FLOOR			
			FLOOR 1 VEND AREA			
			1ST FLOOR			
			1ST FLOOR BREAKROOM			
City STL City Hall	9195906	A	101 S Tucker Blvd	Saint Louis	MO	63102
			2			
			BOARD OF ALDERMAN			
			ROOM 426 DEPT OF PUBLIC S			
			1			
City STL City Hall Building Dept	9640457	A	101 S Tucker Blvd	St Louis	MO	631021139
City STL Dunn Marquette Rec	9192786	A	4025 Minnesota Ave	Saint Louis	MO	63118
			HALLWAY			
City STL Federal	9431167	A	1114 Market St	Saint Louis	MO	63101
			CARNAHAN BLDG-ROOM 304			
			1ST FL VENDING			
City STL Federal Bldg	9253519	A	1114 Market Street	Saint Louis	MO	63101
			1ST FLOOR BREAKROOM			
			9TH FLOOR			
			1ST FLOOR BREAKROOM			
City STL Forestry	9192577	A	1415 N 13th St	Saint Louis	MO	63106
City STL Juvenile 5	9194148	A	920 N Vandeventer Ave	Saint Louis	MO	63108
			HALLWAY			
			FOYER			
			STAFF ROOM			
			2nd Floor Waiting Room			
City STL Med Security	9196226	A	7600 Hall St	Saint Louis	MO	63147
			BREAK AREA			
			BREAKROOM			
			see mgr			
			All Seasons Services Inc-1371661			
			BREAKROOM			

City STL New Jail	9251398	BREAKROOM	A	200 S Tucker Blvd	Saint Louis	MO	63102
		BREAKROOM					
		Breakroom CRUSH					
		fit lobby					
		BREAK AREA					
City STL North Refuse	9192590	GARAGE LUNCH ROOM	A	100 E Grand Ave	Saint Louis	MO	63147
		break					
		MECHANIC GARAGE					
City STL Parks Dept	9195915	GARAGE	A	5600 Clayton Ave	Saint Louis	MO	63110
		REC STORE ROOM					
City STL Refuse	9195916	BREAKROOM SOUTH BLDG	A	4190 S 1st St	Saint Louis	MO	63118
		BREAKROOM					
City STL Towing	9192576	Breakroom	A	7410 Hall St	Saint Louis	MO	63147
		City Stl/Towing					
CITY STL WATER DEPARTMENT	9906651	Vending Area	A	10450 RIVERVIEW DR	SAINT LOUIS	MO	631374314
City STL Wohl Ctr	9272004	MULTIPURPOSE ROOM	A	1515 N Kingshighway Blvd	Saint Louis	MO	63113
		MULTIPURPOSE ROOM					
City Stl/Board Of Election	9197831	2ND FL BREAKROOM	A	300 N Tucker	Saint Louis	MO	63101
City Stl/Civil Courts Bldg	9194341	9TH FLOOR SNACK AREA	A	10 N Tucker Blvd	Saint Louis	MO	63101
City Stl/Civil Courts Bldg	9196410	jury mezzanine east	A	10 N Tucker Blvd	Saint Louis	MO	63101
City Stl/Civil Courts Bldg	9196411	1ST FLOOR LOUNGE/NON-SMOK	A	10 N Tucker Blvd	Saint Louis	MO	63101
City Stl/Civil Courts Bldg	9196413	9th Floor Breakroom	A	10 N Tucker Blvd	Saint Louis	MO	63101
City Stl/Civil Courts Bldg	9249449	1ST FL SMOKING LOUNGE	A	10 N Tucker Blvd	Saint Louis	MO	63101
City Stl/Communications Division	9192563	FRONT	A	4971 Oakland Ave	Saint Louis	MO	63110
City Stl/Department Of Safety	9417545	SIDE DOOR PALM ST	A	2923 N Broadway	Saint Louis	MO	63147
City STL/Fire	9192618	BREAKROOM	A	1421 N Jefferson Ave	Saint Louis	MO	63106
City Stl/Fire Dept.	9195905	FOYER	A	2634 Hampton Ave	Saint Louis	MO	63139
City Stl/Forest Park Maintenance	9192607	GREENHOUSE	A	5600 Clayton Ave	Saint Louis	MO	63110
City Stl/Forest Park/Admin	9192561	Admin Bldg	A	5600 Clayton Ave	Saint Louis	MO	63110
City Stl/Juvenile Court	9255621	UPSTAIRS OFFICE	A	3827 Endright	Saint Louis	MO	63108
City Stl/Medical Examiner	9192565	Front Lobby	A	1300 Clark Ave	Saint Louis	MO	63103
City Stl/Municipal Garage	9561434	MUNICIPAL GARAGE FRONT EX	A	1112 Clark Ave	Saint Louis	MO	63102
City Stl/Refuse	9201105	INSIDE FIRST GARAGE	A	4100 S 1st St	Saint Louis	MO	63118
City Stl/Tandy Recreational Ct	9227084	Rec Center	A	4206 Kennerly Ave	St Louis	MO	63113
City Stl/Water Howar	9195994	PUMP STAT	A	700 Water Works Rd	Chesterfield	MO	63017
City Stl/Water Plant	9215209	BREAKROOM	A	700 Water Works Rd	Chesterfield	MO	63017

City of STL 12th & Park	9192791	HALLWAY	A	1410 S Tucker Blvd	St Louis	MO	63104
		HALL					
City of STL Firehouse	9174981	City Of Stl Firehouse	A	5214 W Florissant Ave	St Louis	MO	63115
City of STL Police HQ		City of STL Police HQ	A	1915 Olive Street	St Louis	MO	63103

CONTRACT FOR SODA/BEVERAGE MACHINES

MARCH 1, 2015 through FEBRUARY 28, 2018

This contract, entered into the FIRST day of MARCH 2015 by and between the City of St. Louis, hereinafter referred to as City, and _____ hereinafter referred to as Vendor.

GENERAL PROVISIONS

Vendor has exclusive rights to place soda products and soda machines in any or all new and existing City-owned locations in the City of St. Louis vendor survey which would be profitable for both the City and the Vendor. The City of St. Louis vendor survey will be used as a general guideline to determine such vending placements, nevertheless additions or deletions upon approval by the City may be acceptable. The City will have final determination in all matters concerning placement and the type of soda. All equipment will be of new or like-new quality. Sales volume will dictate frequency of service with the goal of providing the required amount of product necessary to satisfy the customer demand.

GENERAL CONDITIONS

Materials, Services and Facilities

(a) It is understood that except as otherwise specifically stated in this contract, the Vendor shall provide and pay for all product, materials, labor, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and furnish the vending operations required within the specified time.

(b) Any work necessary to be performed by the Vendor after regular working hours, on Saturday, Sundays or Legal Holidays, shall be performed without additional expense to the City.

Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Vendor and the City, that the date of beginning and the time for completion as specified in the contract for the vending to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the vending embraced in this contract shall be commenced on the date specified in this contract. The Vendor agrees that said vending shall be prosecuted regularly, diligently, and uninterruptedly as will insure full and complete vending operations during the times specified.

Mutual Responsibility of Contractor

If through acts of neglect on the part of the Vendor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Vendor agrees to settle with such other contractor or subcontractor by agreement or arbitration as such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been sustained, the City shall notify the contractor, who shall indemnify and save harmless the City against any such claim, including all costs of defending any such claim.

No Agency

Vendor is an independent contractor and the Vendor's employees agents or subcontractors are not the employees, agents, contractors or subcontractors of the City.

Subcontracting

(a) The Vendor may utilize the services of special subcontractors on those parts of the work which under normal contracting practices, are performed by specialty subcontractors.

(b) The Vendor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Vendor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

(c) The Vendor shall be as fully responsible to the City for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as contractor is for its own acts and omissions and those of its agents and employees.

(d) The Vendor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Vendor by the terms of the General Conditions insofar as applicable to the work of subcontractors and to give the Vendor the same power as regards to terminating

any subcontract that the City may exercise over the Vendor under any provisions of this contract.

(e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

Use of Premises

The Vendor expressly undertakes at his own expense:

(a) To take every precaution against injuries to persons or damage to property.

(b) To store his materials, supplies, and equipment in such orderly fashion at the site of vending operations as will not unduly interfere with the progress of his work or the work of any other contractors or personnel of the City.

(c) To clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly, and workmanlike appearance.

Notices and Service Thereof

Any notice to the Vendor from the City relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail to the said Vendor at his last given address or delivered in person to said Vendor or his authorized representative on the work.

Insurance

(a) Vendor will furnish to the City a certificate naming the City of St. Louis as an additional insured certifying that it carries Workmen's Compensation, Comprehensive Public Liability Insurance, Property Damage and Products Liability Insurance, and General Liability Insurance in the amount satisfactory to the City.

(b) All insurance policies will contain the following statement:

"Coverage furnished by this policy will not be canceled or altered without prior notice to the insured and the City of St. Louis fifteen (15) days before it is to take effect."

Indemnification

Vendor agrees to indemnify and save harmless the City, its Board of Aldermen, officers, agents, and employees from and against any and all loss of or damage to property of third persons, or injuries to, or death of, any person or persons, and from any actions or proceedings of any kind whatsoever, in any way resulting from, or arising out of the acts and omissions of officers and employees of Vendor arising out of this contract; and Vendor agrees to defend the City in any action or proceeding brought thereon.

Terms, Renewal and Termination

(a) The term of the contract contemplated shall be **THREE YEARS** from the date specified, renewable at the option of the City on the expiration date for an additional year or years at the option of the City.

(b) In the event that any of the provisions of the contract are violated by the Vendor or by any of his subcontractors, the City may serve written notice upon

the Vendor and Surety of its intention to terminate the contract and unless within ten (10) days after the serving of such notice upon the Vendor, such violation or deficiency shall cease and satisfactory arrangement of correction be made, the contract shall be terminated.

Delays and Extension of Time

If the Vendor should be delayed at any time in the fulfillment of the contract terms by any act or neglect of the City or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Vendor's control, then the time for beginning and completion of the work will be extended for such reasonable time as the City may decide.

No such extension of time will be made for delay occurring more than seven (7) days before claim, therefore, is made in writing to the City. In the case of continuing cause of delay, only one claim is necessary.

It is further expressly agreed that the Vendor shall not be entitled to any damages or compensation from the City on account of any delays resulting from any of the causes above specified.

The City will not be liable for damages to any extent whatsoever to the Vendor for delays in furnishing those materials or performing those acts required under the terms hereof to be furnished or performed by the City, the City's employees or to any other contractor employed by the City of St. Louis if such delay is caused by Acts of God, floods, fires, strikes, lockouts, labor disputes, or other causes whatsoever, whether of like or different to avoid. The City of St. Louis

will notify the Vendor promptly upon receipt of information that the furnishing of such materials or the performance of such acts will be delayed, in order that the Vendor may request as here in above provided such extension of time as may be rendered necessary thereby.

Taxes and Licenses

The vendor agrees to pay all taxes incident to sales through the vending machines, and agrees to reimburse the City for any penalties or costs necessarily resulting from

contractor's failure to pay promptly such taxes. All necessary State, County, or City license fees shall be procured by and paid for by the Vendor.

Commission Payments

Payments shall be made at the Office of the Comptroller only. Vendor agrees to guarantee the City a minimum commission of \$120,000 per year. Vendor shall pay the City \$120,000 at the beginning of year one of the contract. Commissions payable to the City shall be applied to the \$120,000 advance. Any amounts earned over \$120,000 shall be payable to the City on a period basis (four week intervals) and in the subsequent two years on the period basis. In the event commissions earned are less than \$120,000 in any year the City shall be entitled to the entire \$120,000. Vendor shall submit to the City a detailed listing of sales by machine and location each period. Upon written request by the City, the Vendor shall furnish an accurate statement certified by an independent Certified Public Accountant of the Gross Revenue of the Vendor for

items sold under this contract. The City has the right to audit the Vendor's gross revenue of items sold under this contract. at the City's expense, and the Vendor shall within twenty (20) days of the written request furnish the City with information so requested to enable the City to perform the audit.

Cleanliness and Sanitation

The Vendor will have the responsibility for seeing that high standards of sanitation and cleanliness exist at all times. All City, County, State, and Federal laws concerning sanitation will be maintained.

Servicing of Vending Machines

(a) The Vendor will keep all vending machines properly serviced with quality merchandise in a manner satisfactory and acceptable to the City of St. Louis.

(b) The Vendor will keep all vending machines in a clean, orderly, and sanitary condition acceptable to the City of St. Louis. Contractor will also keep all said equipment in good operation and repair.

Products to be Vended

Products to be sold in vending machines by the Vendor will include but not necessarily be limited to the following name brand soda:

(VENDOR SHOULD LIST BRAND AND FLAVORS)

If any service or commodity other than those included above is offered for sale the Vendor must obtain written approval of the City to sell such additional service or commodity. Products sold under this contract shall be sold in at least 12 ounce cans or 20 ounce bottles.

Loss or Damage

Risk or loss or damage on all Vendor supplies, equipment and vending machines will be the responsibility of the Vendor. Any excessive loss or damage to a particular machine will be just cause for its removal.

Liaison

The Vendor shall designate a person who is thoroughly familiar with the bid proposal and who may be contacted during regular business hours to act as a liaison between Vendor and the City of St. Louis.

Changes in Taxes

It is understood and agreed that the item selling price set forth in the contract based upon presently existing Federal, State, and City sales and excise taxes. In the event of any change or changes in any of such tax rates, the item selling price to set forth may be adjusted to compensate for such change or changes if the change in tax rate is large enough to warrant said change. Such adjustment to remain effective for the period during which such tax rate changes shall remain in effect.

Preparation for Full-Scale Operations

Vending machines will be installed after the signing of this contract. Preliminary planning and coordination will be accomplished as deemed necessary by the Vendor and the City of St. Louis.

Occupational Safety and Health Act

Vendor is required to comply with all regulations of the act as related to the Vending operations under the management of the Vendor.

COMMISSION RATES

The vendor will charge the following amounts and pay commissions to the City based on the following schedule:

<u>Cost of Product</u>	<u>Percent Commission</u>
_____ cans	_____ %
_____ bottles	_____ %

Any other prices to be charged must be approved by the City in writing. It is further agreed that each commission percentage shall be increased by an additional percent if the total number of machines placed under this contract exceeds one hundred.

_____ of sales received by the City are to be set aside in a separate fund for promotional and educational purposes.

The remaining _____ of sales are to be deposited to the General Fund.

Entire Agreement

This contract constitutes the entire agreement between the parties hereto and all other representations of statements heretofore made, verbal or written are merged herein and this Agreement may be amended or modified in writing and executed by duly authorized representative of the parties hereto.

IN WITNESS WHEREOF, the City and the Vendor have executed this agreement
as of the date first written.

CITY OF ST. LOUIS

BY: _____

Darlene Green, Comptroller

Date

VENDOR: _____

ADDRESS: _____

CITY, STATE , ZIP: _____

BY: _____

Date

BY: _____

Winston Calvert, City Counselor

Date

BY: _____

Parrie L. May, Registrar

Date